

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

Form Approved
OMB No. 9000-0002
Expires Sep 30, 2000

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER N00178-04-R-1014	2. (X one)	3. DATE/TIME RESPONSE DUE 04 June 2004/2:00 PM
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" is applicable to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Responses must set forth full, accurate, and complete information as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors - Competitive Acquisitions".

4. ISSUING OFFICE (Complete mailing address, including ZIP Code) Contracting Officer Attn: XDS105/Bldg 183/Rm 133 NAVSURFWARCEN Dahlgren Division 17320 Dahlgren Road, Dahlgren, VA 22448-5100	5. ITEMS TO BE PURCHASED (Brief description) 40MM High Explosive Dual Purpose Product Improvement Program
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____	% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE SIC CODE IS: _____
<input type="checkbox"/> c. THIS PROCUREMENT IS _____	% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE SIC CODE IS: _____
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION SOLE SOURCE: Nordic Ammunition Company (NAMMO) Vanasverken AB Box SE546 23 Karlsborg, Sweden 54623

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) Vaughan, George R.	b. ADDRESS (Include ZIP Code) Contracting Officer NAVSURFWARCEN Dahlgren Division 17320 Dahlgren Road Dahlgren, VA 22448-5100
c. TELEPHONE NUMBER (Include Area Code and Extension) 540-653-7094	d. E-MAIL ADDRESS vaughangr@nswc.navy.mil

9. REASONS FOR NO RESPONSE (X all that apply)	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/> DO <input type="checkbox"/>	DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include ZIP Code)
c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
N00178-04-R-1014	
DATE (YYYYMMDD)	LOCAL TIME

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 350)		RATING DO-A7	PAGE 1 of 56
2. CONTRACT NO.	3. SOLICITATION NO. N00178-04-R-1014	4. TYPE OF SOLICITATION SEALED BID (IFB) (X) NEGOTIATED (RFP)	5. DATE ISSUED 07 May 2004	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER DAHLGREN DIV 17320 DAHLGREN ROAD DAHLGREN, VA 22448-5100		CODE N00178	8. ADDRESS OFFER TO (If other than Item 7) SEE ITEM 7		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in **original and copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **Bldg 183, Rm 133** until **2:00** local time **04 June 2004**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME G. R. VAUGHAN	B. TELEPHONE NO. (NO COLLECT CALLS) (540) 653-7094	C. EMAIL-ADDRESS vaqughangr@nswc.navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE SF411	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Nordic Ammunition Company (NAMMO) Vanasverken AB, Box SE546 23 Karlsborg, Sweden 54623			
15B. TELEPHONE NO. (Include area code) 510-215-6474	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	ITEM
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS**NOTICE TO CONTRACTORS**

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR ANNUAL RENEWAL

YOU MUST CONFIRM YOUR REGISTRATION IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE OR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) MAY NOT PROCESS YOUR INVOICE. YOU MAY OBTAIN MORE INFORMATION ON THIS ANNUAL RENEWAL CONFIRMATION PROCESS BY CALLING 1-888-227-2423 OR VIA THE INTERNET AT <http://www.ccr2000.com/>

EFTS

ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS ARE BASED ON THE EFT INFORMATION CONTAINED IN THE CCR DATABASE. IT IS CRITICAL THAT YOU ENSURE THAT YOUR EFT INFORMATION IN THE CCR DATABASE REMAINS CURRENT AND CORRECT.

INVOICES

INVOICES MUST BE PREPARED AS PRESCRIBED BY THIS CONTRACT/ORDER OR THEY MAY BE REJECTED BY THE PAYING OFFICE. THIS CONTRACT/ORDER INCORPORATES ONE OR MORE OF THE FOLLOWING CLAUSES REGARDING PREPARATION AND SUBMISSION OF INVOICES:

- FAR 52.212-4
- FAR 52.213-2
- FAR 52.232-25
- NAPS 5252.232-9000
- NAPS 5252.232-9001
- NAPS 5252.232-9002
- NAPS 5252.232-9003

PLEASE INSURE THAT INVOICES ARE PREPARED AND SUBMITTED IN ACCORDANCE WITH THESE CLAUSES AND THE FOLLOWING ADDITIONAL INFORMATION:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – IF A “SUBMIT TO” ADDRESS IS DESIGNATED IN ONE OF THE CLAUSES LISTED ABOVE, SUBMIT THE ORIGINAL AND THREE COPIES OF EACH INVOICE TO THAT ADDRESS AND SUBMIT ONE COPY TO THE ADDRESS SHOWN BELOW. IF THERE IS NO ADDRESS DESIGNATED IN ANY OF THE CLAUSES LISTED ABOVE, SUBMIT THE ORIGINAL AND THREE COPIES OF EACH INVOICE TO THE ADDRESS SHOWN BELOW. IN ADDITION, SUBMIT ONE COPY OF EACH INVOICE TO THE CONTRACT SPECIALIST AT THE ISSUING OFFICE ADDRESS SHOWN ON THE FACE OF THE DOCUMENT:

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION
ATTN: CODE XDM24I / VENDOR PAY
17320 DAHLGREN ROAD
DAHLGREN, VA 22448-5100

REGISTER FOR INVOICE STATUS

YOU CAN REGISTER AT THE FOLLOWING WEB SITE TO MONITOR THE STATUS OF YOUR INVOICES. THIS IS THE VENDOR PAY INQUIRY SYSTEM-MOCAS USER REGISTRATION. <http://vendorpay.dfas.mil/newuser>

CONTINUATION SHEET

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SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lot	NSP	NSP
	The contractor shall provide the required supplies and services to Integrate the following non-developmental components for the 40MM High Explosive Dual Purpose Product Improvement Program IAW Section C: NICO Pyrotechnik Propulsion system (Including Cartridge Case) The NAMMO Warhead The Nitrochemie Propellant The Nammo Standardized Fuze				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1.00	Lot		
	Engineering Tests and Analysis IAW Section C.6.2 and Table 1, Sequence 1				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1.00	Lot		
	Engineering Tests and Analysis IAW Section C.6.2 and Table 1, Sequence 2				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1.00	Lot		
	Performance Validation Tests IAW Section C.6.2.3 and Table 2				

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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SECTION C Descriptions and Specifications

C.1 Engineering, Analysis and Testing:

C.1.1 Scope. This SOW sets forth the work efforts required to integrate existing technology; test prototypes; fabricate test articles for demonstration of performance capabilities; document technical proceedings; and deliver production representative samples of a prototype Improved High Velocity High Explosive Dual Purpose (IHV-HEDP) 40 millimeter (mm) Cartridge. Munitions used in this system will be designed to resist insensitive munitions threats (unplanned stimuli).

The Applicable Documents section of this SOW provides references to both Government and contractor requirements documents, which have been mutually agreed to during the development of this SOW. This mutual agreement may serve in lieu of the Procuring Activity obtaining Department level waivers for the use of Military Specifications and/or Standards.

It includes the associated Program Management, System Engineering, Configuration Management, Quality Assurance, and Testing efforts.

The contractor is responsible for providing all/specific material, services and necessary support documentation, unless otherwise agreed to, needed to complete the tasks identified in this SOW.

C.1.2 Applicable Documents. The following documents of the exact date and issue specified except those marked with a (Note), form a part of this Statement of Work (SOW) to the extent specified herein. For those marked (Note 1), the edition available at the time of proposal submittal shall be applicable throughout the life of this contract. For those marked (Note 2), the latest edition available shall be applicable throughout the life of the contract. Assistance in access to any listed document can be obtained through the Procuring Contracting Officer and/or his Contractor counterpart. In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. All second tier and below references cited (in required compliance documents) shall be considered as guidance only. Nothing in this SOW, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

C.1.2.1 Government Documents

Specifications/Standards (Required)

MIL-STD-461E	Aug 1999	Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
MIL-STD-810F	(Note 2) DOD	Test Method Standard for Environmental Engineering Considerations and Laboratory Tests
MIL-STD-882D	Feb 2000	System Safety Program
MIL-STD-1916	(Note 2)	DOD Preferred Methods for Acceptance Of Product
MIL-STD-2105C	July 2003	Hazard Assessment Tests for Non-Nuclear Munitions

Specifications/Standards (Guidance)

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MIL-STD-785B	05 Aug 1988	Reliability Program
MIL-STD-973	1 Dec 1992	Configuration Management
MIL-STD-1686C	Oct 1995	Electrostatic Discharge Control Program

Other Documents (Required)

DOD 4145.26M	(Note 2)	DOD Contractors Safety Manual for Ammunition, Explosives, and Related Material
NAVSEAINST 8010.5	(Note 1)	Insensitive Munitions Program Planning And Execution

Other Documents (Guidance/Reference)

OPNAVINST 5100.23B	(Note 1)	Navy Occupational Safety and Health (NAVOSH) Program Manual
MIL-HDBK-965	Sept 1996	Acquisition Practices For Parts Management

C.1.2.2 Non-Government Documents (Required)

ISO 9001-2000	(Note 2)	Quality Management Systems Standard
IPC/EIA J-STD-001	(Note 2)	Soldering
ISO 10012-1	(Note 2)	Quality Assurance Requirement for Measuring Equipment
ANSI/ESD S20.20	(Note 2)	Electrostatic Discharge Control Program
ASTM E 1742-00	(Note 2)	Standard Practice for Radiographic Examinations

(Application for copies of ISO documents should be addressed to the American Society for Quality, P.O. Box 3066, Milwaukee, WI 53201-3066 or visit www.asq.org.)

Application for copies of ASME documents should be addressed to the American Society of Mechanical Engineers, 345 East 47th Street, New York, NY 10017-2392 or visit www.asme.org; ASTM, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959; ANSI, New York, NY, www.ansi.org; and IPC phone 847 509-9700/EIA phone 703 907-7500)

C.1.3 Program and Data Management.

C.1.3.1 Program Management. The contractor shall establish and maintain program management practices throughout the period of performance. Program management practices shall provide visibility into the contractors' organization and techniques used in managing the program, specifically subcontractor and data management. Documentation shall be readily available to Government representative(s) during planned visits. A monthly progress report shall be provided to the Government.

(CDRL A001 DI-MGMT-80227, Contractor's Progress, Status and Management Report)

C.1.3.2 Subcontractor Management. The contractor is responsible for performance of requirements delineated in this SOW, and shall institute appropriate management actions relative to subcontractor performance. Requirements

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that are contractually specified shall apply to subcontractor performance; however, the contractor shall be accountable for compliance of subcontractors and is responsible for ensuring all deliverable products comply with the contract requirements.

C.1.3.3 Data Management. The contractor shall establish a single, centralized system for management of all data required under this contract. The contractor, in developing information that will be furnished to the Government, shall make the maximum use of existing data and provide maximum multiple use of technical information. Specific data management functions shall include schedule control for deliverables, maintenance of deliverables, approval of deliverable format, distribution and delivery of data products. The system shall include facilities for storage of all data developed or utilized for this contract. The contractor shall ensure all data is centrally available for Government review to ensure continuity of the system fabrication and supporting documentation. The Government reserves the right to review all data associated with and developed for the IHV-HEDP Cartridge.

C.1.3.4 Schedule Planning. The contractor shall maintain an accurate schedule of program events and recommend program schedules, including review and evaluation techniques, which provide for the earliest delivery schedule while at the same time satisfying all requirements in a cost effective manner. The program schedule shall include all significant events, and a Program Planning Milestone Chart shall depict major tasks and events from start to completion of the contract. The contractor shall notify the Government in writing of any anticipated or projected work stoppages or delays that will impact schedules.

C.1.3.5 Assignment of Responsibility and Authority. The contractor shall identify the organizational elements responsible for the conduct of the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The following billets shall be considered key personnel. One person may assume more than one billet. The contractor shall notify the Government within ten business days of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance.

C.1.3.5.1 Program Manager. The contractor shall designate a Program Manager (PM) who shall possess sufficient corporate authority to manage, direct, execute and control all elements of the contract. The PM shall serve as the primary point of contact between the contractor and the Government, and be responsible for the coordination of all contractor activities related to the contract.

C.1.3.5.2 Systems Engineer. The contractor shall designate a Systems Engineer who shall possess sufficient authority to manage, direct, execute and control all engineering elements of the contract.

C.1.3.5.3 Test Engineer. The contractor shall designate a Test Engineer who shall possess sufficient authority to manage, direct, execute and control all test and engineering elements of the contract.

C.1.3.5.4 Configuration Management (CM) Manager. The contractor shall designate a CM Manager who shall possess sufficient authority to manage, direct, execute and control all CM elements of the contract.

C.1.3.5.5 Environmental, Safety, and Health (ESH) Manager. The contractor shall designate an ESH Manager. The person shall possess the authority to manage, direct, execute and control all environmental and safety elements of the contract.

C.1.3.6 Government Furnished Property.

C.1.3.6.1 Government Furnished Equipment. The Government will notify the contractor of the availability of

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Government Furnished Equipment (GFE). Items will be provided to the contractor within 90 days of receipt of contractor's written request to the Contracting Officer. Proposals shall list required delivery date of Government Furnished Property (GFP) to meet proposed delivery schedules. The contractor shall provide for accountability, security and storage for the GFP provided. The contractor shall inspect and inventory all GFP received and identify and report any discrepancies/deficiencies to include associated costs (materials, labor and test (if applicable)) for repair of the GFP to like new conditions. Upon approval by the Government, the contractor shall conduct the necessary repair actions. The Government will forward an accountability agreement to the contractor for signature on an annual basis. The Management Control Activity, Marine Corps Logistics Base (Code 827-2/MCA), Albany, Georgia, is the control and coordination point for all Marine Corps GFE/GFM.

(CDRL A002 DI-MGMT-80389B, Receipt of Government Materiel Report)

C.1.3.6.2 Government Furnished Information. None applicable.

C.1.3.7 Meetings, Formal Reviews, Conferences, and Audits.

C.1.3.7.1 Contractor Responsibilities. The contractor shall plan, host, attend, coordinate, support and conduct the meetings, formal reviews, conferences, and audits (hereinafter called "reviews"). The reviews shall be conducted at Government and contractor facilities. Reviews requiring demonstration and/or examination of equipment shall be conducted at the contractor's facility. All such reviews shall be included in the program schedule and may be held concurrently with the Government's approval. The contractor shall prepare agendas and conference presentation materials, and provide minutes and reports following each review. The Government reserves the right to cancel any review or to require any review to be scheduled at critical points during the period of performance. Action item documentation, assignment of responsibility for completion and due dates shall be determined prior to adjournment of all reviews. A summary of all action items, responsible parties, and estimated completion dates shall be included with the minutes.

(CDRL A003 DI-ADMN-81249A, Conference Agenda)

(CDRL A004 DI-ADMN-81250A, Conference Minutes)

C.1.3.7.2 Post Award Conference. A post award conference shall be held at the contractor's facility within 30 days after contract award. The purpose of this review is for the contractor to review and demonstrate to the Government the management procedures, provide progress assessments, review of technical and other specialty area status, and to establish schedule dates for near term critical meetings/actions. The contractor shall present management, key personnel, and program implementation processes.

C.1.3.7.3 In-Process Review. In Process Reviews (IPR) will be held on a quarterly basis, at a date and location mutually agreed upon. The Government reserves the right to cancel any review or to require any review to be scheduled during the period of performance. The contractor's progress, management, technical support services (if any), integrated logistics support, administrative, assurance of compliance with contract requirements, program status, funding, problem identification and resolutions shall be agenda items. Actual versus expected performance of each area shall be addressed. The contractor shall prepare presentation materials providing an overview of all agenda items.

C.2 System Safety

C.2.1 General. The Contractor shall maintain a system safety program to support efficient and effective achievement of overall system safety objectives in accordance with MIL-STD-882D and DOD 4145.26M or

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equivalent National Standards. The Contractor shall assist the Government in maintaining compliance with all safety rules and regulations during all lifecycle phases of the system. The contractor will provide material data and drawings to support Weapon Safety Review Board submissions.

Safety support shall include, but shall not limited to, attending and participating in Failure Boards, Change Control Board (CCB) meetings, Technical Review meetings, program reviews, and appropriate IPT meetings. The Contractor shall assign a system safety representative to be the safety point-of-contact for the company.

(CDRL 05 DI-MISC-80508A Technical Report)

C.2.2 Fabrication. As part of the on-going system safety program, the system safety tasks during any hardware fabrication shall include the following:

C.2.2.1 Develop and maintain a contractor System Safety Program.

C.2.2.2 Identify in the Contractor's Manufacturing Process Plans critical parts and assemblies, production techniques, assembly procedures, facilities, testing, and inspection requirements that may affect safety and ensure that:

C.2.2.2.1 Adequate safety provisions are included in the planning and layout of the production line to establish safety control of the system within the production process and operations.

C.2.2.2.2 Adequate safety provisions are included in inspections, tests, procedures, and checklists for quality control of the equipment being manufactured so that safety achieved in design is maintained during production.

C.2.2.2.3 Production technical manuals or manufacturing procedures contain required warnings, cautions, and special procedures.

C.2.2.2.4 Minimum risk is involved in accepting and using new designs, materials, and production and test techniques.

C.2.2.3 Review technical data for warnings, cautions, and special procedures for safe operation, maintenance, servicing, storage, packaging, handling, transportation and disposal.

C.2.3 Incident Reporting. The Contractor shall immediately report any major accident/incident (including fire) resulting in any one or more of the following: (1) one or more fatalities or two or more disabling injuries; (2) damage of Government property; affecting program planning or production schedules; (3) degradation of the safety of equipment under contract, such that personnel injury or property may be involved; and (4) identification of a potential hazard requiring corrective action. The Contractor shall comply with DOD STD 4145.26M.

(CDRL A006 DI-SAFT-81563, Accident/Incident Report)

C.2.4 Environmental Safety and Health. The Contractor shall establish and use Environmental, Safety, and Health (ESH) design and manufacturing criteria in accordance with applicable local, state, and National laws. OPNAVINST 5100.23B may be used as guidance.

C.2.5 Hazardous Material Management. The Contractor shall maintain a hazardous material management program in accordance with applicable local, state, and National laws.

C.2.6 Pollution Prevention. The Contractor shall follow his established pollution prevention program for system design and manufacturing in accordance with applicable local, state, and National laws.

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C.3 Reliability

C.3.1 Reliability Program. The Contractor shall develop and maintain a Reliability Program Plan, including manufacturing stress screening, using MIL-STD-785B, Task 101 as guidance. Reliability progress shall be reported during all Project Progress Reviews.

C.3.2 Electronic Parts Program. The Contractor shall maintain an electronic parts control program including parts failure analysis using MIL-HDBK-965, Procedure 1 as guidance. Plastic Encapsulated Microcircuits (PEMs) and other nonstandard parts will be allowed consistent with the Reliability Program Plan. PEM and other nonstandard parts shall be selected and used only after their suitability and reliability has been verified.

C.4 Quality Program

C.4.1 Quality Assurance (QA) Program. The Contractor shall establish and maintain a comprehensive QA Program in accordance with ISO9000-2000 and as supplemented herein. The Contractor shall also establish and maintain an effective corrective action and disposition system for nonconforming material. The QA Program shall be reflected in a QA Program Plan. The Plan shall be structured in accordance with ISO 9000-2000 and include the supplemental requirements stated herein. Documentation of the corrective action and disposition system shall be included in the QA Program Plan. The Plan shall be updated when organizational or procedural changes dictate. The QA Program issues and status shall be presented during quarterly Project Progress Reviews.

C.4.2 Supplier QA Program. The Contractor is responsible for assuring that all supplies and services procured from his suppliers conform to the contract requirements. To this end, the Contractor shall establish and maintain a supplier quality assurance program. The details of this program shall be contained in the QA Program Plan. The Contractor shall report supplier QA issues at the Project Progress Reviews.

C.4.3 Calibration and Maintenance of Test and Inspection Equipment. A calibration and maintenance program shall be established and maintained in accordance with ISO 10012-1 or an equivalent National Standard to assure the accuracy of measuring devices used in the performance of this contract. The Contractor shall be responsible for the maintenance and calibration of any Government furnished Acceptance Inspection Equipment while that equipment is at the Contractor's facility. Measuring devices include test and inspection equipment, test support equipment, and standards. A listing of applicable measuring devices shall be established and maintained. The listing shall identify the recall intervals and calibration procedure.

C.4.4 Sampling and Statistical Process Control (SPC)

C.4.4.1 Sampling. Sampling, except where the drawings or Specifications allow, shall be in accordance with MIL-STD 1916 or an equivalent National Standard.

C.4.4.2 Statistical Process Control (SPC). SPC shall be in accordance with MIL-STD-1916 or an equivalent National Standard. SPC shall be acceptable in replacement of sampling of other (100%) inspections. Contractor and supplier documentation shall be available for Government review. Statistical evidence of product quality and inspection data shall be maintained by the Contractor for a minimum of 3 years.

C.4.4.3 Supplier SPC. The Contractor shall flow sampling and SPC requirements to suppliers at his discretion.

C.4.5 Soldering Processes. All soldering processes utilized in the performance of this contract shall conform to the requirements of IPC/EIA J-STD-001 or an equivalent National Standard.

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C.4.6 Electrostatic Discharge Control (ESD) Program. The Contractor shall maintain an ESD Control Program for protection of electrical and electronic parts, modules, assemblies, and equipment in accordance with ANSI/ESD S20.20 or an equivalent National Standard, and using MIL-STD-1686 as guidance.

C.4.7 Controlled and Limited Life Items. A system shall be established for the identification, use, and control of limited life items including parts, materials, assemblies, and controlled units of hardware. The system shall include all items whose useful life expectancy is limited or must be controlled and provide for the removal, replacement, and disposition of such items. This system shall be documented as part of the QA Program Plan.

C.4.8 Radiographic Examination. When required, radiographic examinations shall be in accordance with ASTM E 1742-00 or an equivalent approved national standard.

C.5 Configuration Management (CM)

C.5.1 CM Program. The Contractor shall establish and maintain a CM Program which defines the management system for configuration identification, change control, status accounting, and configuration audits for the IHV-HEDP Program. The Contractor shall develop and implement a CM Plan, using MIL-STD-973 for guidance. The Plan shall specifically address the process to be used to ensure configuration control of safety as well as performance. The CM Plan shall also include provisions for the control of the design of Acceptance Inspection Equipment and address control of design changes to that equipment.

C.6 Engineering and Engineering Test

C.6.1 Cartridge Configurations: The contractor shall modify the United States Government's M430-A1 40mm Cartridge design to complete two new design configurations maximizing parts commonality as indicated in the table below:

Configuration:

Service	USMC	SOCOM
Primary Weapon	MK19	MK47
Designation	IHV-HEDP/PD	IHV-HEDP/PT
Fuze	Point Detonating using the contractor Fuze	Programable Time using the contractor Fuze
Fuze Interface	Common	Common
Propulsion	Improved Propulsion with minimal muzzle velocity variation based on that used in the MK281 cartridge	
Propellant	Nitrochemie per EI-Propellant F 15080, Document Number 1168E dated 17 March 2003 (as qualified in the Mark 285 PPHE cartridge) or M2	
Projectile	Improved HEDP Projectile with IM fill, and enhanced after armor incendiary effect	

C.6.2 Engineering.

C.6.2.1 The contractor shall modify the M430-A1 design to include the following proprietary contractor technology:

C.6.2.1.1 Low Dispersion Propulsion: The average velocity of the sample cartridges, conditioned at 21° C (70° F) and fired in the MK 19 MOD 3 Grenade Machine Gun, shall be **TBD m/s +/- 3.05 m/s** (m/s : meter

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per second) (TBD fps +/- 10 fps [fps : feet per second]) with a standard deviation of 3.66 m/s (12.0 fps) or less. The new cartridges shall be fabricated to achieve the best possible ballistic match to the Mark 281. The maximum lot to lot variation in sample average muzzle velocity shall be plus or minus (+/-) 3.05 m/s.

C.6.2.1.2 Point Detonating Self Destruct Fuze (per NAMMO specification TBD)

C.6.2.1.3 Programmable Air-Burst Self Destruct Fuze (per NAMMO specification TBD)

C.6.2.1.4 Incendiary After Armor Effects: To add a pyrophoric metal component to the warhead to augment the Behind Armor Damage caused by the shaped charge. Video recordings shall be used to show the size of the pyrophoric flash behind a metal plate and compare it with that from a M430A1.

C.6.2.1.5 Self Destruct (Dud Reducing) Fuze (both configurations) (and per NAMMO specifications TBD)

C.6.2.1.6 IM improvements to reduce sensitivity to outside stimuli: To provide an incremental improvement, using PAX-2A, in Insensitive Munitions (IM) properties over the M430A1 cartridge in accordance with NAVSEAINST 8010.5.

C.6.2.1.7 Shaped Charge Penetration: (Threshold) Warhead will penetrate at least 7 mm of Rolled Homogenous Armor; **(Objective)** warhead will penetrate at least 10 mm of Rolled Homogenous Armor.

C.6.2.1.8 Improvement over the M430A1 reliability to a minimum .99 at 80% confidence for function of projectile and/or self destruct for both configurations

C.6.2.2 Testing of Engineering Samples: After completion of the contractor engineering, the contractor shall test the cartridges per a Government approved test procedure, and complete a report. The contractor shall complete a post test analysis, incorporate appropriate engineering changes into the design and build new test samples repeating the sequence though 2 test cycles maximum. The integration test matrix provided below shall be used in the development of the contractor test plans. Testing shall note deficiencies and NAMMO engineering shall conduct post test engineering analysis, identify improvements and coordinate the manufacture of engineering improvements for the design. The contractor shall host Test Working Group (TWG) Meetings to review test procedures and facilities for contractor conducted testing. These may be combined with in-process reviews. The contractor shall provide the PCO with 3 weeks advanced notification of testing. The government reserves the right to have a designated official witness all testing.

(CDRL A007 a b DI-NDTI-80603, Test Procedure)

(CDRL A008 a b DI-NDTI-80809B, Test/Inspection Report)

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Table 1- Integration Test Matrix

TEST DESCRIPTION	SEQ I	SEQ II
INSPECTIONS		
X-RAY	R	R
DIMENSIONAL	R	R
VISUAL	R	R
WEIGHT		
> LESS THAN M430A1	R	R
> STANDARD DEVIATION LESS THAN M430A1	D	R
PERFORMANCE		
VELOCITY @ AMBIENT (HOT & COLD FOR INFO)		
> MEAN	R	R
> STANDARD DEVIATION	D	R
BALLISTIC STABILITY	R	R
DISPERSION @ AMBIENT (HOT & COLD FOR INFO)		
> @ 300 M	D	R
> @ 1200 M		D
FUZE FUNCTION @ HOT, COLD, AMBIENT		
> TIME FUZE	R	R
> POINT DETONATION	R	R
> SELF DESTRUCT	R	R
WARHEAD FUNCTION @ HOT, COLD, AMBIENT	R	R
ARMOR PENETRATION @ HOT, COLD, AMBIENT		
> 7-MM RHA	D	R
> 10-MM RHA		D
AFTER ARMOR INCENDIARY EFFECTS		
> IGNITES FUELS, OILS, FLAMMABLES	D	R
> ALSO IGNITES MAGNESIUM & ALUMINUM		D
FUNCTION / CASUALTY	D	R
GUNNER HAZARD ASSESSMENT (MIN ARMING DISTANCE)	R	I/A

R = REQUIRED, D = DESIRED, I/A = IF APPLICABLE

C.6.2.3 Final Integration Testing (FIT): The contractor shall conduct a final performance test on the integrated cartridge configurations after the completion of the two series of sequential engineering tests per C.6.2.2 above. As applicable, environmental testing shall be in accordance with MIL-STD-810, Hazard Assessment testing shall be in accordance with MIL-STD-2105 and in addition shall include a gunner hazard assessment at minimum arming distance. Insensitive Munitions Testing IAW NAVSEAINST 8020.5, and Electromagnetic Interface testing shall be IAW MIL-STD-461. Testing shall be according to a Government approved Test Plan. The test matrix provided below may be used in the development of the contractor test plan. The contractor shall host a Test Working Group (TWG) Meeting to review test plans and facility for contractor conducted testing. The contractor shall provide the PCO with 3 weeks advanced notification of testing. The government reserves the right to have a designated official witness all testing. A final Test Report is required.

(CDRL A007 c DI-NDTI-80603, Test Procedure)

(CDRL A008 c DI-NDTI-80809B, Test/Inspection Report)

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Table 2 – FIT Test Matrix

TEST DESCRIPTION	FIT	
	AUR	FUZE
INSPECTIONS		
X-RAY	R	R
DIMENSIONAL	R	R
VISUAL	R	R
WEIGHT	R	
SAFETY (MIL-STD-2105)		
28-DAY TEMPERATURE & HUMIDITY	R	
VIBRATION > BELTED, UNPACKAGED, TRACKED VEHICLE	R	
FUZE SPECIFIC (MIL-STD-331)		
5-FT DROP	R	R
EXPLOSIVE COMPONENT OUTPUT		R
ELECTROSTATIC DISCHARGE (ESD) > PERSONNEL BORNE (ONLY)		R
ELECTROSTATIC DISCHARGE (ESD) > PERSONNEL & HELICOPTER	R	
FUZE SPECIFIC		
PROGRESSIVE ARMING		I/A
ELECTRICITY & MAGNETISM (MIL-STD-461)		
ELECTROMAGNETIC INTERFERENCE (EMI)	R	
HAZARDS OF ELECTROMAGNETIC RADIATION TO ORDNANCE (HERO)	R	
ENVIRONMENTAL (MIL-STD-810)		
EXTREME TEMPERATURE (HOT)	R	
EXTREME TEMPERATURE (COLD)	R	
THERMAL SHOCK	R	
WATERPROOFNESS (IMMERSION)	R	
PERFORMANCE		
VELOCITY @ AMBIENT (HOT & COLD FOR INFO)		
> MEAN	R	
> STANDARD DEVIATION (WITHIN LOT)	R	
BALLISTIC STABILITY	R	
DISPERSION @ AMBIENT (HOT & COLD FOR INFO)		
> @ 300 M	R	
> @ 1200 M	D	
FUZE FUNCTION @ HOT, COLD, AMBIENT		
> TIME FUZE	R	
> POINT DETONATION	R	
> SELF DESTRUCT	R	
WARHEAD FUNCTION @ HOT, COLD, AMBIENT	R	
ARMOR PENETRATION @ HOT, COLD, AMBIENT		
> 7-MM RHA	R	
> 10-MM RHA	D	
AFTER ARMOR INCENDIARY EFFECTS		
> IGNITES FUELS, OILS, FLAMMABLES	R	
> ALSO IGNITES MAGNESIUM & ALUMINUM	D	
WEAPON FUNCTION, CASUALTY, RATE OF FIRE	R	
GUNNER HAZARD ASSESSMENT (MIN ARMING DISTANCE)	I/A	
R = REQUIRED, D = DESIRED, I/A = IF APPLICABLE		

DIGITAL DELIVERY OF DATA

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(a) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(b) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ submitted in response to this Solicitation No. N00178-04-R-1014.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-33) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HAZARDOUS MATERIALS

(a) Hazardous materials as used in this clause means any material defined as hazardous within the applicable model regulations governing packaging, handling storage and transportation including revisions adopted during the term of this contract). Such definitions include the following:

Class/Division	Definition
1	Explosives
2.1	Flammable Gas
2.2	Non-Flammable Compressed Gas
2.3	Gas Poisonous by Inhalation
3	Flammable Liquid (not more than 141 F flash point)
4.1	Flammable Solid
4.2	Spontaneously Combustible Material
4.3	Dangerous When Wet Material
5.1	Oxidizer
5.2	Organic Peroxides
6.1	Poisonous Material
6.2	Infectious Substances
7	Radioactive Material
8	Corrosive Material
9	Miscellaneous Hazardous Material/Other Regulated Material (ORM)

(b) Preservation, packaging and packing of hazardous materials shipped hereunder shall be in accordance with the requirements of Department of Transportation Code of Federal Regulation, Title 49, Part 100-199, as applicable. In the event of any discrepancy between the contract and Title 49, Title 49 shall govern, unless another modal regulation is applicable (See paragraphs (e), (f) and (g) below.

(c) Marking and labeling shall be in accordance with MIL-STD-129 and Title 49, as applicable. In the event of any contradiction between the two documents, Title 49 shall govern.

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- (d) Transportation shall be in accordance with Title 49; however, hazardous material shipped via the U.S. Postal Service shall be shipped in accordance U.S. Postal Service Publication #52.
- (e) Hazardous materials intended for shipment via water transportation shall be packaged, packed, marked and labeled in accordance with the International Maritime Organization International Maritime Dangerous Goods (IMDG) Code.
- (f) Hazardous materials intended for shipment via commercial air shall be packaged, packed, marked, labeled and certified in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air or the International Air Transport Association (IATA) Dangerous Goods Regulations.
- (g) Hazardous materials intended for shipment via military aircraft shall be packaged, packed, marked and labeled in accordance with AFJMAN 24-204 (Formerly AFR 71-4)/TM 38-250/NAVSUP PUB 505/MCO P4030.19/DLAM 4145.3 (Preparing Hazardous Material for Military Air Shipments).
- (h) If the hazardous material required to be shipped under this contract is a non-regulated limited quantity as defined by applicable modal regulations, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073.
- (i) In addition to the above, packaging (container and containment components) designs shall pass all applicable packaging performance tests in accordance with Title 49, the ICAO/IATA and IMDG, as applicable. Compressed gases are excluded from these tests. Each packaging of acceptable design shall bear certification markings outlined in Title 49. All certificates and test reports indicating test compliance shall be available for inspection by authorized government representatives.
- (j) A test report and special packaging instruction shall be submitted in accordance with DD Form 1423, Contract Data Requirements List, referencing Data Item Descriptions (DIDs) DI-PACK-81059 (Performance Oriented Packaging Test Report) and DI-PACK-80121 (Special Packaging Instruction). When these DIDs are referenced, only packaging materials controlled by Military or Federal Specifications may be used, unless superseded by commercial standards which have been adopted for government use.
- (k) A Material Safety Data Sheet, prepared in accordance with FED-STD-313, and a copy of the Hazard Warning Labels shall be forwarded to the applicable contracting activity.

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NOTE:

This contract contains clauses from the:

Federal Acquisition Regulation (FAR) (48 CFR Chapter 1); FAR clauses are numbered "52.XXX-XX".

Defense FAR Supplement (DFARS) (48 Chapter 2); DFAR clauses are numbered "252.XXX-XXXX".

Navy Acquisition Procedures Supplement (NAPS); numbered "5252.2XX-9XXX".

MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)

(a) Marking shall be in accordance with ASTM Designation D 3951-90, "Standard Practice for Commercial Packaging."

(b) Additional markings are stated below:
NONE

PREPARATION FOR DELIVERY (COMMERCIALY PACKAGED ITEMS)

Preservation, packaging and packing shall be in accordance with ASTM Designation D 3951-95 "Standard Practice for Commercial Packaging."

NOTIFICATION OF SHIPMENT

When shipment is made, the contractor shall notify USMC PMAM (Miller), phone (703)-784-9176, within three (3) days. Notification shall include the following items:

- (a) Contract and item number,
- (b) Date of item departure,
- (c) Quantity shipped,
- (d) Name of carrier,
- (e) Method of shipping,
- (f) Bill of lading number.

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SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
All	NSWCDD Dahlgren	Code G31	Origin	Govt. QAR

The contractor shall submit a DD Form 250 to NSWCDD, upon completion of each Contract Line Item. The form will be signed by the Project Manager at NSWCDD, and returned to the DCMA Government QAR for final signature and submission for payment.

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION AND ACCEPTANCE

(a) Government Preliminary inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by NSWCDD G31. Upon acceptance of the required reports, the DD Form 250, Material Inspection and Receiving Report, Block 22 will be duly executed and the Form will then be forwarded to DCMA Europe for completion of Block 21, and submission for payment. Acceptance shall occur by official signatures in Blocks 21 and 22 of the DD Form 250.

DURATION OF CONTRACT PERIOD

This contract shall become effective on the date of the award, and shall continue in effect for a period not to exceed 12 months thereafter.

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Section F – Deliveries or Performance

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

All efforts to be completed within one year of contract award.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days After Date	Item No.	Quantity of Contract
------------------------	----------	----------------------

_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

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SECTION G Contract Administration Data

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ADDRESS TO WHICH PAYMENT SHALL BE MADE

Offeror shall indicate in the space provided below the address to which payment should be mailed, if such address is different from that shown for the offeror.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: G.R. Vaughan
ADDRESS: Commander, Naval Surface Warfare Center, Dahlgren Division
Attn: Code SD105 (Vaughan)
17320 Dahlgren Road
Dahlgren, VA 22448-5100

TELEPHONE: (540) 653-7094
Fax: (540) 653-6810
Email: vaughangr@nswc.navy.mil

DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION

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The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Command is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3.

AUTHORITY FOR DEOBLIGATION OF UNEXPENDED AND EXCESS DOLLAR BALANCES

Authority is delegated to the Administrative Contracting Officer to execute contract modifications providing for deobligation of excess funds.

DD FORM 250 REQUIRED FOR PAYMENT

To expedite payment, attention is directed to Section I of this contract, clause 252.246-7000, Material Inspection and Receiving Report. This report, DD Form 250, will be required to support your invoice. If you are unfamiliar with the procedures related to this form, contact your Government Quality Assurance Representative or the administering office listed on page 1 (Block 6 of SF26 or Block 24 of SF33).

SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with [5] copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
- ☒ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

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SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

**EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED (MAY 1993)
(NSWCDD)**

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

NONPAYMENT FOR ADDITIONAL WORK

Any additional supplies or services or a change to work specified herein which may be performed by the Contractor, either of his own volition or at the request of an individual other than a duly appointed Contracting Officer or his/her designee, except as may be explicitly authorized in this contract, are not authorized and will not be paid for. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract.

HAZARDOUS MATERIAL SAFETY DATA

(a) In accordance with Section I 52.223-3, prior to issuance of an order, a Material Safety Data Sheet (MSDS) must be submitted for all hazardous material to be delivered under the order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

ENGINEERING CHANGES

(a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications, or other requirements of this contract. These changes may be proposed to save money, to improve performance, to incorporate new technology, to save energy, or to satisfy increased data processing requirements. If the proposed changes are acceptable to both parties, the Contractor shall submit a priced change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

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(b) This ENGINEERING CHANGES clause applies only to those proposed changes identified by the Contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the Contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the change(s) during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "DISPUTES" clause of this contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in

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accordance with the "CHANGES" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

(f) The Contractor is requested to identify specifically any information contained in the engineering change proposal which the Contractor considers confidential and/or proprietary and which the Contractor prefers not be disclosed to the public. The identification of information as confidential and/or proprietary is for informational purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(b) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) Definition.

"Ammunition and explosives," as used in this clause --

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;

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- (v) Warheads;
- (vi) Devices; and
- (vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system --

- (i) Inert components containing no explosives, propellants, or pyrotechnics;
- (ii) Flammable liquids;
- (iii) Acids;
- (iv) Oxidizers;
- (v) Powdered metals; or
- (vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

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(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) Mishaps.

If a mishap involving ammunition or explosives occurs, the Contractor shall --

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) Contractor responsibility for safety.

(1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of --

(i) The Contractor's personnel and property;

(ii) The Government's personnel and property; or

(iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) Contractor responsibility for contract performance.

(1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

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(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) Subcontractors.

(1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) Note: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance - Ammunition and Explosives".

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252.225-7005	Identification Of Expenditures In The United States	DEC 1991
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CLAUSES INCORPORATED BY FULL TEXT

FAR 52.248-1 DEVIATION: FAR CLASS DEVIATION, DAR CASE 91-948-02 DATED 18 JUNE 1992 APPLIES.

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's

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written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

Nomenclature	National Stock Number	Sensitivity Category
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To be completed by Offeror

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(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall

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ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

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52.203-11 CERTIFICATION AND DISCLOSURE APR 1991
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CERTAIN FEDERAL TRANSACTIONS

52.223-5 CERTIFICATION REGARDING A DRUG-FREE JUL 1995
WORKPLACE

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL JUN 1992

52.204-3 TAXPAYER IDENTIFICATION. (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

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___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent:

Name _____

TIN _____

52.204-5 WOMEN-OWNED BUSINESS. (OCT 1995)

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(a) Representation. The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-11 AUTHORIZED NEGOTIATORS. (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

(list names, titles, and telephone numbers of the authorized negotiators).

52.215-20 PLACE OF PERFORMANCE. (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

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(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and address of Owner
and Operator of the Plant or
Facility if Other than
Offeror or Quoter

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 1995)

(a)(1) The standard industrial classification (SIC) code for this acquisition is [insert SIC code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents and certifies as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions. Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business

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concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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52.222-19 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION. (APR 1984)

The offeror represents as a part of this offer that the offeror is ___ or is not ___ a regular dealer in, or is ___ or is not ___ a manufacturer of, the supplies offered.

52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES. (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (APR 1984)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 CLEAN AIR AND WATER CERTIFICATION. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ___ , is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of The Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to-practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

_____ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB-DS-2, as applicable. Forms may

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be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

_____ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

_____ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

_____ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (I) the offeror first exceeded the monetary exemption for

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disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

_____ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts.

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

___ Yes ___ No.

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252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT. (SEP 1994)

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

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(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror	Description of Inter- est, Ownership
Name and Address of Entity Con- trolled by a For- eign Government.	Percentage, and Identification of Foreign Govern- ment

252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION
(DOD CONTRACTS). (APR 1994)

(a) Definition. "Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR part 124 describes a small disadvantaged business concern as a small business concern --

(1) Which is at least 51 percent unconditionally owned by one or more socially

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and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) "Representations." Check the category in which your ownership falls --

☐ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

☐ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

☐ Black American (U.S. citizen)

☐ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

☐ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act

☐ Other

(c) "Certifications." Complete the following --

(1) The offeror is ☐ is not ☐ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has ☐ has not ☐ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was

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_____ and the offeror --

____ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

____ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) "Penalties and Remedies." Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall --

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment;
and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

**252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM
CERTIFICATE. (DEC 1991)**

(a) "Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) "Evaluation." Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) "Certifications." (1) The Offeror certifies that --

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

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Qualifying Country End Products

Line item No. Country of origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line item No. Country of origin (If known)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available

52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	AUG 1996
52.215-13	PREPARATION OF OFFERS	APR 1984
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS). (MAR 1994)

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch tone phone. A Customer Number is required to use this system and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Standardization Document
Order Desk, Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Facsimile No. 215-697-2978

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Telephone Order Entry System (TOES) Numbers
215-697-1187 through and including 215-697-1197

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE. (SEP 1990)

Any contract awarded as a result of this solicitation will be a [] DX rated order; [x] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR part 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Fixed Price Supply contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commander, Naval Surface Warfare Center, Dahlgren Division
Attn: Code CD22
17320 Dahlgren Road
Dahlgren, VA 2

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING.
(DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

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(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

COST AND PRICING - REVIEW AND EVALUATION (NAVSEA) (SEP 1990)

Offeror shall, simultaneously with the submittal of its offer, furnish copies of its offer and its cost and pricing data to the cognizant Administrative Contracting Officer and the cognizant Defense Contract Audit Agency for review and evaluation.

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (MAY 1993)

Offeror shall submit as part of its proposal a written proposed small and small disadvantaged business subcontracting plan in accordance with the clause entitled "SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

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PROPOSAL PREPARATION (MAY 1993) (NSWCDD)

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all offerors submit their proposals in accordance with the format and content specified. Proposals shall be submitted as two separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	2
Volume II, Cost Proposal	1	3

The original shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

START DATE FOR USE IN COST PROPOSAL (MAY 1993) (NSWCDD)

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract start date of 01 July 2004. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive contract start date will be incorporated into the contract award document.

COST AND PRICING DATA REQUIRED ALTERNATE I

(a) The offeror is to submit with his proposal full cost and pricing data in accordance with the instructions contained in FAR 15.804-6. Prior to award the accuracy, currency and completeness of such data shall be certified by the offeror using the form set out in FAR 15.804-4.

(b) If the offeror claims an exemption from cost or pricing data requirements on the ground that his contract price is based on an established catalog or market price, or on a price set by law or regulation, he shall submit a SF 1412 in accordance with FAR 15.804-3.

(c) Any contractor required to submit and certify cost or pricing data in accordance with (a) above shall also be required to obtain cost or pricing data from his subcontractors under the circumstances set forth in FAR 15.804-6(g).

(d) Cost or pricing data furnished by a subcontractor or a prospective subcontractor

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pursuant to FAR 15.804-6 must be submitted to the prime contractor or higher-tier-subcontractor. It is the responsibility of the prime contractor and higher-tier-subcontractor to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review and evaluation to the Government as part of their cost or pricing data submission.

(e) If the offeror proposes facilities capital cost of money as part of his proposed costs, he shall submit a completed DD Form 1861 entitled "Contract Facilities Capital and Cost of Money" and Form CASD-CMF "Facilities Capital, Cost of Money Factors Computation." Accompanying the Forms shall be documentation in support of the computations.

(f) Offerors shall submit four (4) copies of their cost proposal, with supporting data, as follows:

Two (2) copies	Contracting Officer
One (1) copy	Cognizant DCMC
One (1) copy	Cognizant DCAA

HAZARDOUS MATERIAL SAFETY DATA

(a) In accordance with Section I 52.223-3, the apparently successful offeror agrees to submit, as required prior to award, a Material Safety Data Sheet (MSDS) for all hazardous material to be delivered under this contract. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) Failure to submit the MSDS prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.